

1 Stephen M. Doniger (SBN 179314)
2 stephen@donigerlawfirm.com
3 Scott A. Burroughs (SBN 235718)
4 scott@donigerlawfirm.com
5 Trevor W. Barrett (SBN 287174)
6 tbarrett@donigerlawfirm.com
7 DONIGER / BURROUGHS
8 603 Rose Avenue
9 Venice, California 90291
10 Telephone: (310) 590-1820
11 Attorneys for Plaintiff
12
13
14
15
16
17
18
19

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

12 STANDARD FABRICS
13 INTERNATIONAL, INC.,
14 Plaintiff,
15 v.
16 LOUISE PARIS, LTD.; *et al.*,
17 Defendants.
18
19

Case No.: CV15-04826-ODW-AGR
Honorable Otis D. Wright Presiding
Referred to Honorable Alicia G.
Rosenberg

DISCOVERY MATTER

**STIPULATED PROTECTIVE
ORDER**

20 Having considered the parties' pleadings on file to date, and the parties'
21 jointly submitted Stipulated Protective Order to govern the handling of information
22 and materials produced in the course of discovery or filed with the Court in this
23 action, the Court determines as follows:
24

GOOD CAUSE STATEMENT

25 It is the intent of the parties and the Court that information will not be
26 designated as confidential for tactical reasons in this case and that nothing shall be
27
28

1 designated without a good faith belief that there is good cause why it should not be
2 part of the public record of this case. Examples of confidential information that the
3 parties may seek to protect from unrestricted or unprotected disclosure include:

4 (a) Information that is the subject of a non-disclosure or
5 confidentiality agreement or obligation;

6 (b) The names, or other information tending to reveal the identity
7 of a party's supplier, designer, distributor, or customer;

8 (c) Agreements with third-parties, including license agreements,
9 distributor agreements, manufacturing agreements, design
10 agreements, development agreements, supply agreements, sales
11 agreements, or service agreements;

12 (d) Research and development information;

13 (e) Proprietary engineering or technical information, including
14 product design, manufacturing techniques, processing
15 information, drawings, memoranda and reports;

16 (f) Information related to budgets, sales, profits, costs, margins,
17 licensing of technology or designs, product pricing, or other
18 internal financial/accounting information, including non-public
19 information related to financial condition or performance and
20 income or other non-public tax information;

21 (g) Information related to internal operations including personnel
22 information;

23 (h) Information related to past, current and future product
24 development;

25

- (i) Information related to past, current and future market analyses and business and marketing development, including plans, strategies, forecasts and competition; and
- (j) Trade secrets (as defined by the jurisdiction in which the information is located).

7 Unrestricted or unprotected disclosure of such confidential technical,
8 commercial or personal information would result in prejudice or harm to the
9 producing party by revealing the producing party's competitive confidential
10 information, which has been developed at the expense of the producing party and
11 which represents valuable tangible and intangible assets of that party.

12 Additionally, privacy interests must be safeguarded. Accordingly, the parties
13 respectfully submit that there is good cause for the entry of this Stipulated
14 Protective Order.

15 The parties agree, subject to the Court's approval, that the following terms
16 and conditions shall apply to this civil action.

17 || 1. Designated Material.

18 1.1 Information or material may be designated for confidential treatment
19 pursuant to this Stipulated Protective Order by any party, person or entity
20 producing or lodging it in this action (the “Designating Party”), if: (a) produced
21 or served, formally or informally, pursuant to the Federal Rules of Civil
22 Procedure or in response to any other formal or informal discovery request in this
23 action; and/or (b) filed or lodged with the Court. All such information and
24 material and all information or material derived from it constitutes “Designated
25 Material” under this Stipulated Protective Order.

26 1.2 Unless and until otherwise ordered by the Court or agreed to in
27 writing by the parties, all Designated Materials designated under this Stipulated
28

1 Protective Order shall be used by the parties and persons receiving such
2 Designated Materials solely for conducting the above-captioned litigation and
3 any appellate proceeding relating thereto. Designated Material shall not be used
4 by any party or person receiving them for any business or any other purpose. No
5 party or person shall disclose Designated Material to any other party or person
6 not entitled to receive such Designated Material under the specific terms of this
7 Stipulated Protective Order. For purposes of this Stipulated Protective Order,
8 “disclose” or “disclosed” means to show, furnish, reveal or provide, indirectly or
9 directly, any portion of the Designated Material or its contents, orally or in
10 writing, including the original or any copy of the Designated Material.

11 2. Access to Designated Materials.

12 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations
13 set forth in this Stipulated Protective Order, Designated Material may be marked
14 “CONFIDENTIAL” for the purpose of preventing the disclosure of information
15 or materials that the designating party in good faith believes is confidential.
16 Before designating any specific information or material “CONFIDENTIAL,” the
17 Designating Party’s counsel shall make a good faith determination that the
18 information warrants protection under Rule 26(c) of the Federal Rules of Civil
19 Procedure. Such information may include, but is not limited to:

20 (a) The financial performance or results of the Designating Party,
21 including without limitation income statements, balance sheets, cash flow
22 analyses, budget projections, and present value calculations;

23 (b) Corporate and strategic planning by the Designating Party, including
24 without limitation marketing plans, competitive intelligence reports, sales
25 projections and competitive strategy documents;

26 (c) Names, addresses, and other information that would identify
27 customers or prospective customers, or the distributors or prospective distributors
28

1 of the Designating Party;

2 (d) Technical data, research and development data, and any other
3 confidential commercial information, including but not limited to trade secrets of
4 the Designating Party;

5 (e) Information used by the Designating Party in or pertaining to its
6 trade or business, which information the Designating Party believes in good faith
7 has competitive value, which is not generally known to others and which the
8 Designating Party would not normally reveal to third parties except in
9 confidence, or has undertaken with others to maintain in confidence;

10 (f) Information which the Designating Party believes in good faith falls
11 within the right to privacy guaranteed by the laws of the United States or
12 California; and

13 (g) Information which the Designating Party believes in good faith to
14 constitute, contain, reveal or reflect proprietary, financial, business, technical, or
15 other confidential information.

16 (h) The fact that an item or category is listed as an example in this or
17 other sections of this Stipulated Protective Order does not, by itself, render the
18 item or category discoverable.

19 2.1.0 Materials designated "CONFIDENTIAL" may be disclosed only to
20 the following Designees:

21 2.1.1 Persons who appear on the face of Designated Materials marked
22 "CONFIDENTIAL" as an author, addressee, or recipient thereof;

23 2.1.2 Counsel retained as outside litigation attorneys of record in this
24 action, and their respective associates, clerks, legal assistants, stenographic,
25 videographic and support personnel, and other employees of such outside
26 litigation attorneys, and organizations retained by such attorneys to provide
27 litigation support services in this action and the employees of said organizations.

28

1 "Counsel" explicitly excludes any in-house counsel whether or not they are
2 attorneys of record in this action.

3 2.1.3 Consultants, including non-party experts and consultants retained or
4 employed by Counsel to assist in the preparation of the case, to the extent they
5 are reasonably necessary to render professional services in this action, and subject
6 to the disclosure requirements of section 2.3. Each consultant must sign a
7 certification that he or she has read this Stipulated Protective Order, will abide by
8 its provisions, and will submit to the jurisdiction of this Court regarding the
9 enforcement of this Order's provisions.

10 2.1.4 A party's officers and/or employees, which may include in-house
11 counsel.

12 2.1.5 The Court, its clerks and secretaries, and any court reporter retained
13 to record proceedings before the Court;

14 2.2 Materials Designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
15 EYES ONLY": Subject to the limitations in this Stipulated Protective Order,
16 Designated Materials may be marked "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY" for the purpose of preventing the disclosure of
18 information or materials which, if disclosed to the receiving party, might cause
19 competitive harm to the Designating Party. Information and material that may be
20 subject to this protection includes, but is not limited to, technical and/or research
21 and development data, intellectual property, financial, marketing and other sales
22 data, and/or information having strategic commercial value pertaining to the
23 Designating Party's trade or business. Nothing in paragraph 2.1 shall limit the
24 information or material that can be designated "HIGHLY CONFIDENTIAL –
25 ATTORNEYS' EYES ONLY" under this paragraph. Before designating any
26 specific information "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
27 ONLY," the Designating Party's counsel shall make a good faith determination
28

1 that the information warrants such protection.

2 2.2.0 Materials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” materials may be disclosed only to the following Designees:

4 2.2.1 Persons who appear on the face of Designated Materials marked
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an author,
6 addressee, or recipient thereof;

7 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

8 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3;
9 and

10 2.2.4 The Court, its clerks and secretaries, and any court reporter retained
11 to record proceedings before the Court.

12 2.2.5 Court reporters retained to transcribe depositions.

13 2.3 If any party wishes to disclose information or materials designated
14 under this Stipulated Protective Order as “HIGHLY CONFIDENTIAL,”
15 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to any Consultant, it must
16 first identify that individual to the Counsel for the Designating Party and submit a
17 Certification of Consultant pursuant to Section 3. CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY

19 2.4 Legal Effect of Designation. The designation of any information or
20 materials as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY” is intended solely to facilitate the conduct of this litigation.

22 Neither such designation nor treatment in conformity with such designation shall
23 be construed in any way as an admission or agreement by any party that the
24 Designated Materials constitute or contain any trade secret or confidential
25 information. Except as provided in this Stipulated Protective Order, no party to
26 this action shall be obligated to challenge the propriety of any designation, and a
27 failure to do so shall not preclude a subsequent attack on the propriety of such

28

1 designation.

2 2.5 Nothing herein in any way restricts the ability of the receiving party
3 to use "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS'
4 EYES ONLY" material produced to it in examining or cross-examining any
5 employee or consultant of the Designating Party.

6 2.6 The parties agree that the Plaintiff may be provided the alleged
7 infringers' full identities, revenues, and gross profits numbers, notwithstanding
8 any party's designation of documents showing such figures as "HIGHLY
9 CONFIDENTIAL – ATTORNEYS' EYES ONLY".

10 3. Certificates Concerning Designated Materials. Each Consultant as
11 defined in section 2.1.3, to whom any Designated Materials will be disclosed
12 shall, prior to disclosure of such material, execute the Acknowledgement of
13 Stipulated Protective Order in the form attached hereto as Exhibit A. Counsel
14 who makes any disclosure of Designated Materials shall retain each executed
15 Acknowledgement of Stipulated Protective Order and shall circulate copies to all
16 Counsel for the opposing party concurrently with the identification of the
17 Consultant to the attorneys for the Designating Party pursuant to Section 2.3.

18 4. Use of Designated Materials by Designating Party. Nothing in this
19 Stipulated Protective Order shall limit a Designating Party's use of its own
20 information or materials, or prevent a Designating Party from disclosing its own
21 information or materials to any person. Such disclosure shall not affect any
22 designations made pursuant to the terms of this Stipulated Protective Order, so
23 long as the disclosure is made in a manner that is reasonably calculated to
24 maintain the confidentiality of the information.

25 5. Manner of Designating Written Materials.

26 5.1 Documents, discovery responses and other written materials shall be
27 designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL –

28

1 ATTORNEYS' EYES ONLY" whether in whole or in part, as follows.

2 5.2 The producing party shall designate materials by placing the legend
3 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
4 ONLY" on each page so designated prior to production. If the first or cover page
5 of a multi-page document bears the legend "CONFIDENTIAL," "HIGHLY
6 CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire document shall be
7 deemed so designated, and the absence of marking each page shall not constitute
8 a waiver of the terms of this Order. If the label affixed to a computer disk
9 containing multiple files bears the legend "CONFIDENTIAL,"
10 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire disk shall be
11 deemed so protected, and the absence of marking of each file shall not constitute
12 a waiver of the terms of this Order.

13 5.3 A designation of "CONFIDENTIAL," or "HIGHLY
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY" as to any item, thing or
15 object that cannot otherwise be categorized as a document, shall be made: (1) by
16 placing the legend "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY" on the thing, object or container within which it is
18 stored; or (2) by specifically identifying, in writing, the item and the level of
19 confidentiality designation, where such labeling is not feasible.

20 5.4 When a party wishes to designate as "CONFIDENTIAL," or
21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" materials
22 produced by someone other than the Designating Party (a "Producing Party"),
23 such designation shall be made:

24 5.4.1 Within fifteen (15) business days from the date that the Designating
25 Party receives copies of the materials from the producing or disclosing entity; and

26 5.4.2 By notice to all parties to this action and to the Producing Party, if
27 such party is not a party to this action, identifying the materials to be designated

28

1 with particularity (either by production numbers or by providing other adequate
2 identification of the specific material). Such notice shall be sent by facsimile and
3 regular mail.

4 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced
6 by a Producing Party only where:

7 a. The material being produced was provided to or developed by such
8 Producing Party: (i) under a written confidentiality agreement with the Designating
9 Party; or (ii) within a relationship with the Designating Party (or a party operating
10 under the control thereof) in which confidentiality is imposed by law (including,
11 but not limited, to the employment relationship and the vendor-customer
12 relationship); and

13 b. The material being produced would be considered confidential material
14 of the Designating Party under Section 2.1 of this Agreement if it were in the
15 possession of the Designating Party.

16 5.5 Upon notice of designation, all persons receiving notice of the
17 requested designation of materials shall:

18 5.5.1 Make no further disclosure of such Designated Material or
19 information contained therein, except as allowed in this Stipulated Protective
20 Order;

21 5.5.2 Take reasonable steps to notify any persons known to have
22 possession of or access to such Designated Materials of the effect of such
23 designation under this Stipulated Protective Order; and

24 5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY” material or information contained therein is
26 disclosed to any person other than those entitled to disclosure in the manner
27 authorized by this Stipulated Protective Order, the party responsible for the
28

1 disclosure shall, immediately upon learning of such disclosure, inform the
2 Designating Party in writing of all pertinent facts relating to such disclosure, and
3 shall make every effort to prevent further disclosure by the unauthorized
4 person(s).

5 6. Manner of Designating Deposition Testimony.

6 6.1 Deposition transcripts and portions thereof taken in this action may
7 be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the
9 portion of the transcript containing Designated Material shall be identified in the
10 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony
12 shall be bound in a separate volume and marked by the reporter accordingly.

13 6.2 Where testimony is designated during the deposition, the
14 Designating Party shall have the right to exclude, at those portions of the
15 deposition, all persons not authorized by the terms of this Stipulated Protective
16 Order to receive such Designated Material.

17 6.3 Within thirty (30) days after a deposition transcript is certified by the
18 court reporter, any party may designate pages of the transcript and/or its exhibits
19 as Designated Material. During such thirty (30) day period, the transcript in its
20 entirety shall be treated as “CONFIDENTIAL” (except for those portions
21 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY” which shall be treated accordingly from the date of designation). If any
23 party so designates such material, the parties shall provide written notice of such
24 designation to all parties within the thirty (30) day period. Designated Material
25 within the deposition transcript or the exhibits thereto may be identified in
26 writing by page and line, or by underlining and marking such portions
27 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

28

1 ONLY" and providing such marked-up portions to all counsel.

2 7. Copies. All complete or partial copies of a document that disclose
3 Designated Materials shall be subject to the terms of this Stipulated Protective
4 Order.

5 8. Court Procedures.

6 8.1 Disclosure of Designated Material to Court Officials. Subject to the
7 provisions of this section, Designated Material may be disclosed to the Court,
8 Court officials or employees involved in this action (including court reporters,
9 persons operating video recording equipment at depositions, and any special
10 master, referee, expert, technical advisor or Third-Party Consultant appointed by
11 the Court), and to the jury in this action, and any interpreters interpreting on
12 behalf of any party or deponent.

13 8.2 Filing Designated Materials with the Court. Nothing in this Order
14 shall vary the requirements for filing under Seal imposed by the Federal Rules of
15 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the
16 Court any document, transcript or thing containing information which has been
17 designated "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL –
18 ATTORNEYS' EYES ONLY" the Party shall designate the material as set forth
19 herein and file it with the Court in an application for filing under seal under the
20 Local Rules of this Court, with the material bearing the legend:

21 **"[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER."**

23 The Application for Filing under Seal must show good cause for the under seal
24 filing. Filing the document under seal shall not bar any party from unrestricted use
25 or dissemination of those portions of the document that do not contain material
26 designated "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL –
27 ATTORNEYS' EYES ONLY." If a filing party fails to designate information as
28

1 "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
2 ONLY," any party who in good faith believes that designation and filing under seal
3 is required by this Stipulated Protective Order may move the Court to file said
4 information under seal within five (5) days of learning of the defective filing.
5 Notice of such designation shall be given to all parties. Nothing in this provision
6 relieves a party of liability for damages caused by failure to properly file
7 Designated Material under seal.

8 8.3 Retrieval of Designated Materials. The party responsible for lodging
9 or filing the Designated Materials shall be responsible for retrieving such
10 Designated Materials from the Court following the final termination of the action
11 (including after any appeals).

12 9. Objections

13 9.1 A party may challenge any designation under this Stipulated
14 Protective Order at any time, on the grounds that the information or material does
15 not meet the standards of Sections 1 and 2, by following the procedure of Local
16 Rule 37 of this Court.

17 9.2 The parties shall meet and confer in good faith prior to the filing of
18 any motion under this section.

19 10. Client Communication. Nothing in this Stipulated Protective Order
20 shall prevent or otherwise restrict counsel from rendering advice to their clients
21 and, in the course of rendering such advice, relying upon the examination of
22 Designated Material. In rendering such advice and otherwise communicating
23 with the client, however, counsel shall not disclose any Designated Material,
24 except as otherwise permitted by this Stipulated Protective Order.

25 11. No Prejudice.

26 11.1 This Stipulated Protective Order shall not diminish any existing
27 obligation or right with respect to Designated Material, nor shall it prevent a
28

1 disclosure to which the Designating Party consented in writing before the
2 disclosure takes place.

3 11.2 Unless the parties stipulate otherwise, evidence of the existence or
4 nonexistence of a designation under this Stipulated Protective Order shall not be
5 admissible for any purpose during any proceeding on the merits of this action.

6 11.3 If any party required to produce documents contends that it
7 inadvertently produced any Designated Material without marking it with the
8 appropriate legend, or inadvertently produced any Designated Material with an
9 incorrect legend, the producing party may give written notice to the receiving
10 party or parties, including appropriately stamped substitute copies of the
11 Designated Material. If the parties collectively agree to replacement of the
12 Designated Material, then the documents will be so designated. Within five (5)
13 business days of receipt of the substitute copies, the receiving party shall return
14 the previously unmarked or mismarked items and all copies thereof. If the parties
15 do not collectively agree to replacement of the Designated Material, the
16 producing party shall comply with the procedure of Local Rule 37 in seeking
17 protection for the inadvertently produced material.

18 11.4 Neither the provisions of this Stipulated Protective Order, nor the
19 filing of any material under seal, shall prevent the use in open court, in
20 deposition, at any hearing, or at trial of this case of any material that is subject to
21 this Stipulated Protective Order or filed under seal pursuant to its provisions. At
22 deposition, the party using Designated Material must request that the portion of
23 the proceeding where use is made be conducted so as to exclude persons not
24 qualified to receive such Designated Material. ~~At trial, the party using~~
25 ~~Designated Material must request that the portion of the proceeding where use is~~
26 ~~made be conducted so as to exclude persons not qualified to receive such~~
27 ~~Designated Material.~~ All confidentiality designations or legends placed pursuant
28

AGR

1 to this Stipulated Protective Order shall be removed from any document or thing
2 used as a trial exhibit in this case. The removal of such confidentiality
3 designations or legends under the preceding sentence ^{alone} shall not affect the
4 treatment of such documents and things as Designated Material under this
5 Stipulated Protective Order. Upon request of a party, the parties shall meet and
6 confer concerning the use and protection of Designated Material in open court at
7 any hearing. Prior to the pretrial conference, the parties shall meet and confer
8 concerning appropriate methods for dealing with Designated Material at trial.

9 11.5 Any inadvertent production of documents containing privileged
10 information shall not be deemed to be a waiver of the attorney-client privilege,
11 work product doctrine, or any other applicable privilege or doctrines. All parties
12 specifically reserve the right to demand the return of any privileged documents
13 that it may produce inadvertently during discovery if the producing party
14 determines that such documents contain privileged information. After receiving
15 notice of such inadvertent production by the producing party, the receiving party
16 agrees to make reasonable and good faith efforts to locate and return to the
17 producing party all such inadvertently produced documents.

18

19 12. Modification and Survival.

20

21

22

23

24

25

26

27

28

1 12.1 Modification. The parties reserve the right to seek modification of
2 this Stipulated Protective Order at any time for good cause. The parties agree to
3 meet and confer prior to seeking to modify this Stipulated Protective Order for
4 any reason. The restrictions imposed by this Stipulated Protective Order may only
5 be modified or terminated by written stipulation of all parties or by order of this
6 Court. Parties entering into this Stipulated Protective Order will not be deemed
7 to have waived any of their rights to seek later amendment to this Stipulated
8 Protective Order.

9 12.2 Trial. The parties understand that this Stipulated Protective Order
10 does not extend to trial of this Action. Once the case proceeds to trial, all of the
11 information that was designated as confidential and/or kept and maintained
12 pursuant to the terms of this Stipulated Protective Order becomes public and will
13 be presumptively available to all members of the public, including the press,
14 unless ~~good cause~~^{legally sufficient} is shown to the district judge in advance of the trial to proceed
15 otherwise.

16 12.3 Survival and Return of Designated Material. This Stipulated
17 Protective Order shall survive termination of this action prior to trial of this
18 action. Upon final termination of the action prior to trial of this action, and
19 at the written request of the Designating Party, all Designated Material,
20 including deposition testimony, and all copies thereof, shall be returned to
21 counsel for the Designating Party (at the expense of the Designating Party) or
22 (at the option and expense of the requesting party) shall be destroyed. Upon
23 request for the return or destruction of Designated Materials, counsel shall
24 certify their compliance with this provision and shall serve such certification
25 to counsel for the Designating Party not more than ninety (90) days after the
26 written request to return or destroy Designated Materials. Counsel who have
27 submitted one or more Certificate(s) prepared pursuant to Section 3 do not
28

1 need to retain such Certificate(s) past the ninety (90) day period.

2 13. No Contract. This Stipulated Protective Order shall not be
3 construed to create a contract between the parties or between the parties and
4 their respective counsel.

5 14. Court's Retention of Jurisdiction. The Court retains jurisdiction
6 after final termination of the action prior to trial, to enforce this Stipulation.

7 15. Exception for Public Information. Nothing in this Stipulation shall be
8 deemed in any way to restrict the use of documents or information which are
9 lawfully obtained or publicly available to a party independently of discovery in this
10 action, whether or not the same material has been obtained during the course of
11 discovery in the action and whether or not such documents or information have
12 been designated hereunder. However, in the event of a dispute regarding such
13 independent acquisition, a party wishing to use any independently acquired
14 documents or information shall bear the burden of proving independent
15 acquisition.

16

17

18

IT IS SO ORDERED.

19

20

21

Dated: 11/10/15



Honorable Alicia G. Rosenberg
United States Magistrate Judge

22

23

24

25

26

27

28

Exhibit A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STANDARD FABRICS
INTERNATIONAL, INC.,

Plaintiff,

V.

LOUISE PARIS, LTD.; *et al.*,

Defendants.

Case No.: CV15-04826-ODW-AGR
Honorable Otis D. Wright Presiding
Referred to Honorable Alicia G.
Rosenberg

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER

The undersigned hereby acknowledges that he/she has read the STIPULATED PROTECTIVE ORDER entered in the above captioned litigation, and that he/she fully understands and agrees to abide by the obligations and conditions thereof.

Dated:

(Signature)

(Print Name)